



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCHI Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
05/28/2021 9:50AM
380728- MO

ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
MB3 INC.
FOR
ABSTRACT, TITLE AND LAND ACQUISITION SERVICES**

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Abstract, Title and Land Acquisition Services with **MB3 Inc.** at the May 11, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Abstract, Title and Land Acquisition Services.

This Agreement is made and entered into on this 11th day of May, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **MB3 Inc. 3300 West Esplanade Ave Suite 400, Metairie, LA 70002, 504.305.2500** (hereinafter referred to as "**CONTRACTOR**") represented by Angele C Romig, do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this Agreement ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

TERM OF AGREEMENT

This Agreement shall begin on June 1, 2021 and terminate four (4) years thereafter on June 1, 2025.

AMENDMENT

This Agreement may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this Agreement may be extended for two (2) years one (1) time by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

INSURANCE

CONTRACTOR shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This Agreement shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall submit a monthly summary of activities in accordance with **Exhibit B: Price Schedule**.

TAXES

CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **CONTRACTOR's** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this Agreement for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this Agreement. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which Agreement fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement. Notwithstanding this section or any other section of this Agreement, **CONTRACTOR**'s software and documentation is licensed for internal purposes, not sold, for the term of this Agreement. **CONTRACTOR** is the sole and exclusive owner of all rights, title, and interest in the software and documentation, including all Intellectual Property Rights, and derivatives thereof.

NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this Agreement.

TERMS

The **DIRECTOR** shall notify the **CONTRACTOR** in writing to undertake the services stated in **Exhibit A**, and the **CONTRACTOR** shall commence the services within ten (10) days after receipt of such notification. The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **CONTRACTOR** is entering into this Agreement in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this Agreement, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTORS** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **CONTRACTOR**, or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the Parties hereto. This Agreement being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the Parties may substitute by written notice, by giving at least 7 days' notice of such change.

If to Parish:	If to Contractor:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	MB3 Inc. Attn: Angele C Romig 3300 West Esplanade Ave Suite 400 Metairie, LA 70002

DISCRIMINATION CLAUSE

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

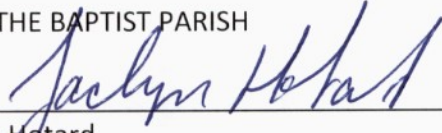
WITNESS:


SIGNATURE

Deshanda Firmin
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH


By: Jaclyn Hotard
Parish President

WITNESS:


SIGNATURE

Lynette M. Lapeyrolerie
PRINT NAME

CONTRACTOR:

MB3 Inc.



By: Angele C Romig
President

Exhibit A
Statement of Work

For the **PARISH** to upgrade its water system, land for new infrastructure will have to be acquired. To acquire land, the **PARISH** needs **CONTRACTOR** to provide Abstracting, Legal Research, Appraisal and Land Acquisition assistance for potential acquisition properties for water infrastructure in St. John the Baptist Parish.

Required services to be performed by **CONTRACTOR** shall include but are not limited to the following:

- Residential and Commercial Abstracts
- Chains of title
- Oil and Mineral Searches
- Right of Way Acquisition
- Land Acquisition
- Appraisal
- Legal Research

The **CONTRACTOR** will provide the following services to the **PARISH** on an as needed basis.

The **CONTRACTOR** will work with the **DIRECTOR** in providing said services.

Exhibit B
PRICE SCHEDULE

Abstract, Title and Land Acquisition Services
St. John the Baptist Parish - Louisiana
Civix Team - Hourly Rate Schedule
May 10, 2021

Proposed Hourly Rates	Classification	Project Role
\$225	Principal	Contract Manager
\$150	Director	Program Oversight
\$135	GIS Director	GIS (as determined needed)
\$130	Senior Project Manager	Right of Way Acquisition/Land Acquisition
\$115	Sr. Land Specialist	ROW Acquisition/Land Acquisition
\$110	GIS/AutoCad Technician	GIS (as determined needed)
\$95	Land Specialist	Residential and Commercial Abstracts/Chains of Title/Oil and Gas Mineral Searches
\$80	Program Assistant/Jr. Land Specialist	Residential and Commercial Abstracts/Chains of Title
\$65	Administrative Support Staff	Project Support
\$175	Real Estate Appraiser/Review Appraiser	Appraisal/Appraisal Review
\$250	Real Estate Appraiser - Expert Witness Testimony	Expert Witness/Testimony (as determined needed)
\$225	Attorney (10+ years of experience)	Legal Research
\$175	Attorney (5 - 10 years of experience)	Legal Research
\$150	Attorney (3-5 years of experience)	Legal Research
\$125	Attorney (less than 3 years of experience)	Legal Research

Note: The hourly rates for Oats and Marino are based on the current Attorney General schedule.

PAYMENTS

The **CONTRACTOR** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR'S** approval.

FUNDS

Compensation for the requested services will be based on project fund source requirements.

EXHIBIT C
Insurance Requirements

CONTRACTOR shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this Agreement.
2. Owner's and **CONTRACTOR's** Protective Liability (if **CONTRACTOR** is a General **CONTRACTOR**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under Agreement. Failure to do so shall be cause for termination of the Agreement. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State **CONTRACTOR's** License should be furnished. W-9 Form is to be furnished prior to work being issued.

**WRITTEN CONSENT TO RESOLUTIONS
OF THE EXECUTIVE COMMITTEE
OF THE BOARD OF DIRECTORS OF GCR HOLDINGS, INC.
ACTING ON BEHALF OF MB3 INC.**

January 25, 2021

The undersigned, being all of the elected and qualified members of the Executive Committee (the "Executive Committee") of the Board of Directors (the "Board") of GCR Holdings, Inc., an Indiana corporation ("Holdings"), acting under the provisions of the Indiana Business Corporation Law, as amended, hereby waive all notice and unanimous consent to the following actions to be taken in lieu of a special meeting of the Executive Committee:

WHEREAS, the Executive Committee, acting on behalf of the Board of Holdings, desires to confirm the individuals who have certain signing authority on behalf of MB3 Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Holdings ("MB3");

NOW, THEREFORE, BE IT

RESOLVED, that each of the individuals listed below hereby is authorized to execute and deliver, for and on behalf of MB3, all ordinary course customer contracts, contract amendments, and contract proposals:

Name and Title

Michael A. Foisy, Chairman
Tommy Wayne Amburgey, Jr., Chief Executive Officer
Christopher Porras, Chief Financial Officer

; and

RESOLVED, FURTHER, that the individual listed below hereby is authorized to execute and deliver, for and on behalf of MB3, all ordinary course customer contracts, contract amendments, and contract proposals, except for those contracts, contract amendments, and contract proposals with a value exceeding Two Million (\$2,000,000) in revenue:

Name and Title

Angele Romig, President

; and

RESOLVED, FURTHER, that the individual listed below hereby is authorized to execute and deliver, for and on behalf of MB3, all ordinary course customer contracts, contract amendments, and contract proposals, except for those contracts, contract amendments, and contract proposals with a value exceeding Two Hundred Thousand Dollars (\$200,000) in revenue:

Name and Title

Mona Nosari, Senior Vice President

; and

RESOLVED, FURTHER, that the officers of MB3 are hereby authorized to cause MB3 to perform its obligations under any such contracts, contract amendments and contract proposals; and

RESOLVED, FURTHER, that the foregoing resolutions supersede and replace any resolutions adopted by the Board of Directors of MB3 (including those certain resolutions adopted as of November 8, 2019) to the extent that such resolutions relate to any signing authority for Matt Blakely and Rod Thornhill (which signing authority be and hereby is revoked); and

RESOLVED, FURTHER, that this consent may be executed in one or more counterpart copies which, when signed by all of the members of the Board, shall be effective and taken together shall be one and the same instrument; and

RESOLVED, FURTHER, that all acts and deeds taken or done by the officers of MB3 which are in conformity with the purpose and intent of these resolutions, shall be and hereby are in all respects ratified, approved and confirmed.

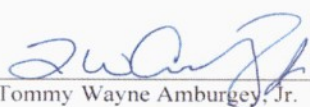
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[Signature Page Follows]

[Signature Page to Executive Committee Consent]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent to Resolutions effective as of the date first written above, thereby agreeing that the foregoing resolutions shall be of the same force and effect as if adopted at a meeting of the Executive Committee, upon due notice, on such date.

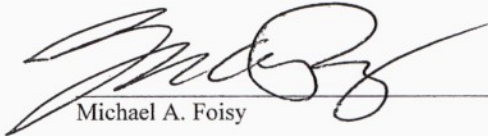
Michael A. Foisy



Tommy Wayne Amburgey, Jr.

[Signature Page to Executive Committee Consent]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent to Resolutions effective as of the date first written above, thereby agreeing that the foregoing resolutions shall be of the same force and effect as if adopted at a meeting of the Executive Committee, upon due notice, on such date.


Michael A. Foisy

Tommy Wayne Amburgey, Jr.

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-68

Councilwoman Duhe-Griffin proposed and Councilman Arcuri seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO
AWARD THE ABSTRACT, TITLE AND LAND ACQUISITION SERVICES
FOR PROPOSED WATER IMPROVEMENTS TO MB3, INC.**

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, MB3, Inc. of Metairie, LA ranked first out of six (6) Request for Qualifications reviewed and scored by the Source Selection Committee; and

WHEREAS, MB3, Inc. will provide abstract, title and legal land acquisition services needed to implement the Proposed Water Improvements presented at the February 25, 2021 Water Council Workshop/Presentation; and

WHEREAS, consultant services will be funded through the Utilities Department Budget.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and MB3, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Malik, Torres, Houston, Becnel, Arcuri, Duhe-Griffin, Schnyder, Wright

NAYS: None

ABSTAIN: None

ABSENT: None

And, the resolution was declared adopted on this, the 11th day of May 2021.




Council Chairman



Secretary

Approved: _____ X _____

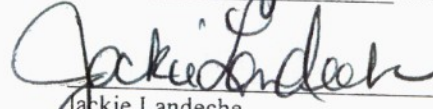
Veto: _____


Parish President

* * * * *
C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 11th day of May 2021.

Signed at Laplace, Louisiana this 11 day of May 2021.


Jackie Landeche
Secretary

